

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

**KAZANDRA BARLETTI, individually, as
natural parent and next friend of A.B.
and C.B., minors; *et al.*,**

Plaintiffs,

v.

**CONNEXIN SOFTWARE, INC. d/b/a
OFFICE PRACTICUM,**

Defendant.

Case No. 2:22-cv-04676-JDW

ORDER

AND NOW, this 13th day of March, 2024, upon consideration of Plaintiffs' Motion For Preliminary Approval Of Class Action Settlement (ECF No. 85) and the accompanying Class Action Settlement And Release (ECF No. 85-3), for the reasons stated in the accompanying Memorandum, it is **ORDERED** that the Motion is **GRANTED**.

It is **FURTHER ORDERED** as follows.

1. The settlement of this action is **PRELIMINARILY APPROVED** because it appears that, at the final approval stage, I will likely be able to approve the settlement under the criteria described in Federal Rule of Civil Procedure 23(e)(2) and certify the settlement class under the criteria described in Rules 23(a)(a) and 23(b)(3);
2. The following class is **PRELIMINARILY CERTIFIED**:

All individuals whose personally identifiable information or personal health information was compromised in the data security incident that Connexin discovered on or about August 26, 2022.

3. Plaintiffs Kazandra Barletti, individually and as the parent of minors A.B. and C.B.; Andrew Recchilongo; Sharonda Livingston, individually and as the parent of minor K.J.; Bradley Hain, individually and as the parent of minors N.H. and T.H.; and Hailey Jowers, as described more fully in the Consolidated Class Action Complaint filed in this Action, are provisionally designated and appointed as the Class Representatives;

4. I appoint Benjamin F. Johns, Esq. of Shub & Johns LLC and Bart D. Cohen of Bailey & Glasser, LLP, as Interim Settlement Class Counsel.

5. Pursuant to Federal Rule of Civil Procedure 23(e), I approve the Long Form Notice and the Summary Notice (the "Settlement Notices"), attached as Exhibits B and C, respectively, to the Settlement Agreement and attached to this Order as Exhibit 1, and finds that the dissemination of the Settlement Notices substantially in the manner and form set forth in §§ 6.1-6.3 of the Settlement Agreement complies with the requirements of Federal Rule of Civil Procedure 23 and due process of law and is the best notice practicable under the circumstances.

6. I approve the Claim Form, substantially similar to Exhibit A to the Settlement Agreement, which will be available both on the Settlement Website and by request.

7. I find the Notice procedures described above to be the best means of providing Notice under the circumstances and, when completed, shall constitute due and sufficient Notice of the proposed Settlement Agreement and the Final Approval Hearing to all persons affected by and/or entitled to participate in the Settlement Agreement, in full compliance with the notice requirements of Federal Rule of Civil Procedure 23 and due process of law.

8. The Parties may modify the Settlement Agreement prior to the Fairness Hearing if such modifications do not materially change the terms and conditions of the Settlement. I may approve the Settlement Agreement with any immaterial modifications to which the Parties agree without further notice to the Settlement Class.

9. Within 14 days of entry of this Order, Connexin shall provide to the Settlement Administrator the contact information of Settlement Class Members that is currently in Connexin's possession, including names and physical addresses.

10. No later than thirty-five (35) days from Defendant Connexin funding the Settlement Fund ("Notice Date"), Class Counsel shall cause the Settlement Administrator to send via U.S. mail the Summary Notice to each Settlement Class Member and shall cause to be published the Long Form Notice, thereby making it available to the rest of the Settlement Class as stated in the proposed Notice Plan.

11. Contemporaneously with seeking final approval of the Settlement, Class Counsel and Connexin shall file (or direct filing) with the Court an appropriate affidavit

or declaration from the Settlement Administrator with respect to complying with the Notice Plan.

12. All costs incurred in disseminating and otherwise in connection with the Settlement Notices shall be paid from the Settlement Fund.

13. The Settlement Notices and Claim Form satisfy the requirements of due process and of Federal Rule of Civil Procedure 23(e). I therefore approve them for dissemination to the Settlement Class. The Claims Administrator shall make the Claim Form available to the Settlement Class as set forth on the Notice Plan, and the Claims Administrator and Class Counsel shall make a Claim Form available to any potential Class Member that requests one.

14. Settlement Class Members may opt-out or object up to sixty (60) days from the Notice Date (the "Opt-Out Period").

15. Any members of the Settlement Class who wishes to be excluded ("opt out") from the Settlement Class must send a written Request for Exclusion to the designated Post Office Box that the Settlement Administrator establishes. Any such request must be postmarked on or before the end of the sixty-day Opt-Out Period. Members of the Settlement Class may not opt out of the Settlement by submitting requests to opt out as a group or class but must do so individually and personally sign and submit a Request for Exclusion. Any Settlement Class Member who opts out of the Settlement will not be eligible to receive any benefits under the Settlement, will not be

bound by any further orders or judgments entered for or against the Settlement Class, and will preserve his or her ability to independently pursue any claims they may have against Connexin or the other Released Parties.

16. Any member of the Settlement Class who does not properly and timely opt out of the Settlement shall, upon entry of the Order and Final Judgment, be bound by all the terms and provisions of the Settlement Agreement and Release, regardless of whether such Settlement Class Member objected to the Settlement and whether such Settlement Class Member received consideration under the Settlement Agreement.

17. I adopt the following schedule for the remaining events in this case, which ensures that the appropriate state and federal officials are served with the notification required by the Class Action Fairness Act:

Event	Date
Connexin provides CAFA Notice pursuant to 28 U.S.C. § 1715(b)	Within 10 days after the filing of the Motion for Preliminary Approval
Connexin to provide contact information for Settlement Class Members	Within 14 days after entry of this Order
Notice Plan commences ("Notice Date")	Within 35 days after Defendant funding the Settlement Fund
Compliance with CAFA Waiting Period under 28 U.S.C. § 1715(d)	90 days after the appropriate governmental offices are served with CAFA notice
Postmark deadline for Requests for Exclusion (opt out) or objections ("Opt-Out Deadline" or "Objection Deadline")	60 days after Notice Date
Deadline to file Plaintiffs' Motion for Final Approval of the Settlement Agreement and Motion for Attorneys' Fees, Expenses, and Service Awards	No later than 14 days prior to the Opt-Out/Objection Deadline

Event	Date
Postmark/Filing deadline for members of the Class to file claims	90 days after Notice Date

18. At the Final Approval Hearing, I will consider (a) the fairness, reasonableness, and adequacy of the proposed class Settlement and whether the Settlement should be granted final approval by the Court; (b) dismissal with prejudice of the Action; (c) entry of an order including the Release; (d) entry of the Final Approval Order; and (e) entry of final judgment in this Action. Class Counsel's application for the Fee Award and Costs, and request for the Court to award a Service Award to the named Plaintiffs, shall also be heard at the time of the hearing.

19. The date and time of the Final Approval Hearing shall be subject to adjournment and/or continuance without further notice to the members of the Settlement Class, other than that which the Court might post. Should the Court adjourn and/or continue the date for the Final Approval Hearing, that shall not alter the deadlines for mailing and publication of Notice, the completion of the Opt-Out Period, or the deadlines for submissions of Settlement objections, claims, and notices of intention to appear at the Final Approval Hearing unless those dates are explicitly changed by subsequent Order. I may also decide to hold the hearing via Zoom or telephonically. Instructions on how to appear at the Final Approval Hearing will be posted on the Settlement Website.

20. Any person who does not elect to be excluded from the Settlement Class may, but need not, enter an appearance through his or her own attorney. Class Members who do not timely object or opt out and who do not have an attorney enter an appearance on their behalf will be represented by Class Counsel.

21. Any person who does not elect to be excluded from the Settlement Class may object to the proposed Settlement. Any Settlement Class Member may object to, among other things, (a) the proposed Settlement, (b) entry of Final Approval Order and the judgment approving the Settlement, (c) Class Counsel's application for Fee Award and Costs, or (d) the Service Award request, by mailing a written objection, with a postmark date no later than the Objection Deadline, to Class Counsel and Connexin's counsel. The Settlement Class Member making the objection (the "Objector") or his or her counsel may also file an objection with the Court through the Court's Electronic Court Filing ("ECF") system, with service on Class Counsel and Connexin's Counsel made through the ECF system. For all objections mailed to Class Counsel and Counsel for Connexin, Class Counsel will file them with the Court with the Motion for Final Approval of the Settlement.

22. The Objector's objection must be either (a) filed with the Court no later than 60 days after the Notice Date or (b) mailed to Class Counsel and Connexin's Counsel, with a postmark date of no later than 60 days after the Notice Date. To be valid, the objection must: (a) clearly state the Class Member's full name, current mailing

address, and telephone number; (b) include proof that the Class Member is a member of the Settlement Class (e.g., copy of the settlement notice, copy of the original notice of the Data Security Incident); (c) identify the specific factual and legal grounds for the objection; (d) identify all counsel representing the Class Member, if any; and (e) contain a statement regarding whether the Class Member (or counsel of his or her choosing) intends to appear at the Final Approval Hearing. All objections must be submitted to the Settlement Administrator, Class Counsel, and to the Court either by mailing them to Clerk, United States District Court for the Eastern District of Pennsylvania, 601 Market Street, Philadelphia, PA 19106; by filing them in person at the Courthouse; or by filing them on the Court's CM/ECF system. All objections must be filed or postmarked on or before the Objection Deadline, as set forth above. Any Class Member who does not make their objections in the manner and by the date set forth in this Section shall be deemed to have waived any objections and shall be forever barred from raising such objections.

23. Only Settlement Class Members who have filed and served valid and timely notices of objection shall be entitled to be heard at the Final Approval Hearing. Any Settlement Class Member who does not timely file and serve an objection in writing in accordance with the procedure set forth in the Class Notice and mandated in this Order shall be deemed to have waived any objection to: (a) the Settlement; (b) the Release; (c) entry of Final Approval Order or any judgment; (d) Class Counsel's

application for fees, costs, and expenses; and (e) the Service Award request for the named Plaintiffs, whether by appeal, collateral attack, or otherwise.

24. Settlement Class Members need not appear at the hearing or take any other action to indicate their approval of the Settlement.

25. Upon entry of the Order and Final Judgment, all members of the Settlement Class who have not personally and timely requested to be excluded from the Settlement Class will be enjoined from proceeding against Connexin and all other Released Parties with respect to all of the Released Claims.

26. Connexin shall cause to be prepared and served all notices that the Class Action Fairness Act of 2005 ("CAFA") requires, as specified in 28 U.S.C. § 1715. The costs associated with providing notice under CAFA shall be paid from the Settlement Fund. Class Counsel and Counsel for Connexin shall cooperate promptly and fully in the preparation of such notices, including providing Connexin with any and all information in its possession necessary for the preparation of these notices. Connexin shall provide, or cause to be provided, courtesy copies of the notices to Class Counsel for the purpose of implementing the settlement. Connexin shall provide notice to Class Counsel of compliance with the CAFA requirements within ten days of providing notice to the appropriate officials pursuant to CAFA.

27. I appoint the claims administrator that the parties propose, Epiq Class Action & Claims Solutions, Inc. ("Settlement Administrator"). The Settlement

Administrator's responsibilities include (a) establishing a post office box for purposes of communicating with Settlement Class Members; (b) disseminating Notice to the Class; (c) developing a Settlement Website to enable Settlement Class Members to access documents; (d) accepting and maintaining documents sent from Settlement Class Members relating to claims administration; and (e) distributing Settlement payments to Settlement Class Members. Pursuant to the Settlement Agreement, the Settlement Administrator and Administrative Expenses shall be paid from the Settlement Fund.

28. In the event the Settlement Agreement and the proposed Settlement are terminated in accordance with the applicable provisions of the Settlement Agreement, then the Settlement Agreement, the proposed Settlement, and all related proceedings shall, except as expressly provided to the contrary in the Settlement Agreement, become null and void, shall have no further force and effect, and Settlement Class Members shall retain all of their current rights to assert any and all claims against Connexin and any other Released Party, and Connexin and any other Released Parties shall retain any and all of their current defenses and arguments thereto (including, but not limited to, arguments that the requirements of Federal Rule of Civil Procedure 23 are not satisfied for purposes of continued litigation). The Action shall thereupon revert forthwith to its respective procedural and substantive status prior to the date of execution of the Settlement Agreement and shall proceed as if the Settlement Agreement and all other related orders and papers had not been executed.

29. Neither this Order nor the Settlement Agreement nor any other Settlement-related document nor anything contained herein or therein or contemplated hereby or thereby nor any proceedings undertaken in accordance with the terms set forth in the Settlement Agreement or herein or in any other Settlement-related document, shall constitute, be construed as, or be deemed to be evidence of or an admission or concession by Connexin as to the validity of any claim that has been or could have been asserted against it or any other Released Party as to any liability by them as to any matter set forth in this Order, or as to the propriety of class certification for any purposes other than for purposes of the current proposed Settlement.

BY THE COURT:

/s/ Joshua D. Wolson
JOSHUA D. WOLSON, J.